

10/03/2001 11:52 E MAF → 7872894140 NO. 510 003
FROM : VENTAS AL POR MAYOR FAX NO. : 289 4140 Oct. 02 2001 11:33AM P2

Contract No. TM-095

PUERTO RICO ELECTRIC POWER AUTHORITY

CONTRACT TO SUPPLY ELECTRIC ENERGY

The **PUERTO RICO ELECTRIC POWER AUTHORITY**, henceforth the "Authority", represented by the Wholesale Contracts Department, and **KMART CORPORATION**, henceforth the "Client" execute this contract for the supply of electric energy subject to the following CLAUSES AND CONDITIONS.

initials **FIRST:** The Authority agrees to supply electric energy to the Client to operate a Retail Items Sales Store on St. Rd. 167, Km. 0.6, Pájaros Ward, Bayamón, Puerto Rico up to a total capacity of **750 KVA** which will be the load contracted for billing purposes.

SECOND: The Client will pay for the electric energy service it receives and the Authority will supply and bill this service pursuant to the **GSP** Rate and the General Terms and Conditions for the Provision of Electric Energy, which are attached to this contract and are made a part of it.

THIRD: The Governing Board of the Electric Power Authority, pursuant to the procedure established by Law, may modify or amend at any time, the rates or the General Terms and Conditions for the Supply of Electric Energy. The Client agrees that in the event of said amendment, the new rates and General Terms and Conditions will apply from their effective date.



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FOURTH: Violations of any of the terms and conditions of this contract or of the Regulations, General Terms and Conditions for the Supply of Electric Energy, will give the Authority the right to discontinue the service, following the established procedure for said purpose in the Regulation.

FIFTH: All of the Client's electrical equipment will be built, operated, and maintained to preserve its physical condition and in a manner that will not interfere with the operation of other electrical equipment of the Authority's system.

SIXTH: The Client must notify the Authority of any changes in name at least thirty (30) days in advance of the date that said change will occur, so that the Authority may contract the service under the business's new name.

Initials

SEVENTH: The Client agrees that if the measuring equipment is installed on the secondary side of the transformer, both the demand and the energy, will be corrected by a factor of 3 per cent or by a factor determined by the Authority to compensate for the transformation losses.



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EIGHTH: This contract will be in effect for a period of **180** days and will end on **February 10, 2002**. The client shall notify the Authority in writing its intention to terminate at least thirty (30) days in advance

Date of Effect _____, 2001.

Signed on October 3, 2001.

KMART CORPORATION

PUERTO RICO ELECTRIC
POWER AUTHORITY

Initials

Signature
~~Marisol Crespo~~ *Everett Marrs*
Representative *Caribbean Construction Manager*

Signature
Eng. Lillivette Parés Santiago
Specialist
Wholesale Contracts

Billing Address:

St. Rd. 167 Km 0.6
Pájaros Ward
Bayamón, PR 00959

022-0649145-001

